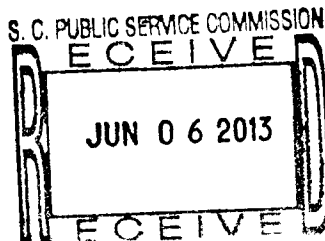


2010.31-C
244475 ORS

June 3, 2013



330 E. Black Street
PO Box 470
Rock Hill, SC 29731-6470

Ms. Jocelyn G. Boyd
Chief Clerk/Administrator
South Carolina Public Service Commission
Synergy Business Park/ The Saluda Building
101 Executive Center Drive
Columbia, SC 29210

RE: Amendment No. 1 to the Interconnection Agreement by and between Rock Hill Telephone Company and Cricket Communications, Inc.
Docket No. _____

Dear Ms. Boyd:

Enclosed for filing is Amendment No. 1 to the Interconnection Agreement by and between Rock Hill Telephone Company D/B/A Comporium Communications and Cricket Communications, Inc.

A docket number was not assigned to the Interconnection Agreement when it was originally filed in July 2003, however, I am enclosing a copy of the original agreement as well as the letter of response received from the Commission dated August 7, 2003.

If you have any questions regarding this, please contact me at 803-326-7275.

Very truly yours,

A handwritten signature in black ink, appearing to read "Tim Smoak".

Tim Smoak
Director - Interconnection Services

Enclosure

STATE OF SOUTH CAROLINA)

(Caption of Case))

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: _____ - _____ - _____

(Please type or print)

Submitted by: Rock Hill Telephone Company

SC Bar Number: _____

Address: P.O. Box 470

Telephone: 803-326-7275

Rock Hill, SC 29731-6470

Fax: _____

Other: _____

Email: tim.smoak@comporium.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)

- ☐ Electric
☐ Electric/Gas
☐ Electric/Telecommunications
☐ Electric/Water
☐ Electric/Water/Telecom.
☐ Electric/Water/Sewer
☐ Gas
☐ Railroad
☐ Sewer
☒ Telecommunications
☐ Transportation
☐ Water
☐ Water/Sewer
☐ Administrative Matter
☐ Other: _____

NATURE OF ACTION (Check all that apply)

- | | | |
|---|--|--|
| <input type="checkbox"/> Affidavit | <input type="checkbox"/> Letter | <input type="checkbox"/> Request |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement |
| <input type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment |
| <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response |
| <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation |
| <input type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena |
| <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff |
| <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | |
| <input checked="" type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | |
| <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | |

Print Form

Reset Form

**AMENDMENT NO. 1
TO THE AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR TRANSPORT AND TERMINATION AND RECIPROCAL COMPENSATION OF
LOCAL SERVICE AREA TRAFFIC
BY AND BETWEEN
ROCK HILL TELEPHONE COMPANY AND CRICKET COMMUNICATIONS, INC.**

This is an Amendment ("Amendment") to the Interconnection and Reciprocal Compensation Agreement by and between Rock Hill Telephone Company ("Rock Hill") and Cricket Communications, Inc. ("Cricket"), jointly the "Parties."

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§251/252, effective July 10, 2003; and

WHEREAS, On November 18, 2011, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order"); and

WHEREAS, the Original Agreement contains a "change in law" provision that authorizes the Parties to amend the Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

A. Definitions

1. "Bill-and-Keep" arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. § 51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA as defined by the FCC in 47 C.F.R. 51.701.

B. Amendment Terms

1. Pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Rock Hill and Cricket.
2. In the event of a judicial stay or court-ordered vacatur of the FCC's USF/ICC Transformation Order that changes reciprocal compensation rules for Non-Access Telecommunications Traffic, the per minute of use reciprocal compensation rates of the Original Agreement shall be applied in lieu of Bill-and-Keep.
 - 2.1 In the case of a judicial stay, the Parties will apply the reciprocal compensation rates from the Original Agreement prospectively from the date the stay is issued. If/when such a judicial stay is subsequently lifted, the Parties will move to Bill-and-Keep, unless there is a court-ordered vacatur.
 - 2.2 In the case of a court-ordered vacatur, the Parties will apply reciprocal compensation rates prospectively from the date of the court order, unless the court-ordered vacatur expressly provides for a different effective date.
3. InterMTA Traffic - The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to switched access compensation.
 - 3.1 Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to an initial InterMTA factor as designated in the Original Agreement as an estimate of InterMTA Traffic (the "InterMTA Factor").
 - 3.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of Cricket's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
 - 3.3 The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews including but not limited to traffic studies. Each Party shall have the right to conduct a review or request a traffic study to revise the InterMTA Factor no more than one time in a consecutive 12-month period.
4. FCC Rule 47 C.F.R. §51.709(c) provides that for Non-Access Telecommunications Traffic exchanged between Rock Hill and Cricket, Rock Hill will be responsible for transport to Cricket's interconnection point when it is located within Rock Hill's service area. When Cricket's interconnection point is located outside Rock Hill's service area,

Rock Hill's transport and provisioning obligation stops at its meet point and Cricket is responsible for the remaining transport to its interconnection point, including any transit charges imposed by the third-party tandem provider (the "Rural Transport Rule").

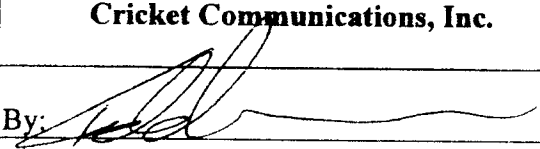
5. **Call Signaling.** The Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration ("NANPA") standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User.
6. The Parties will connect their networks using SS7 as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.
7. In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.
8. Updated Contacts –

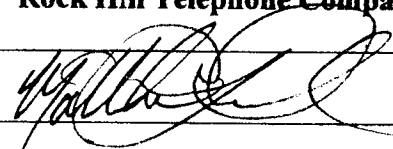
Rock Hill Telephone Company	Cricket Communications, Inc.
<u>For Official Notices:</u> VP – External Affairs Rock Hill Telephone Company 330 E. Black St. (overnight deliveries only) P.O. Box 470 Rock Hill, SC 29731-6470 Phone: 803-326-6025 Fax: 803-326-5703 With a copy to: Director – Interconnection Rock Hill Telephone Company 330 E. Black St. (overnight deliveries only) P.O. Box 470 Rock Hill, SC 29731-6470 Phone: 803-326-6025 Fax: 803-326-5703	<u>For Official Notices:</u> Cricket Communications, Inc. 5887 Copley Drive San Diego, CA 92111 Attn: Director of Interconnection With a copy to: Cricket Communications, Inc. 5887 Copley Drive San Diego, CA 92111 Attn: Legal Department

For Billing: Director – Interconnection Rock Hill Telephone Company 330 E. Black St. (overnight deliveries only) P.O. Box 470 Rock Hill, SC 29731-6470 Phone: 803-326-6025 Fax: 803-326-5703	For Billing: Cricket Communications c/o TEOCO Corporation 12150 Monument Drive Suite 700 Fairfax, VA 22033 Invoices: cricketxtrak@teoco.com Other: cricket.claims@teoco.com
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9. This Amendment shall be effective July 1, 2012.
10. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
11. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
12. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Cricket Communications, Inc.
By: 
Name: Todd Norman
Title: Dir of Procurement
Date: 4-9-13

Rock Hill Telephone Company
By: 
Name: Matthew L. Dosch
Title: Sr. Vice President, External Affairs
Date: 4/17/2013